

EXHIBIT L

1 UNITED STATES BANKRUPTCY COURT
2 SOUTHERN DISTRICT OF NEW YORK

3 In re: Chapter 11
4 DELPHI CORPORATION, et al, Case No. 05-44481 (RDD)
5 Debtors. (Jointly Administered)
6 _____/

7 DEPOSITION OF TINA WEBER

8 Taken by Nu-Tech Plastics Engineering on the 14th day of
9 December, 2007, at 5725 Delphi Drive, Troy, Michigan, at
10 1:00 p.m.
11

12 APPEARANCES:

13 For Nu-Tech Plastics
14 Engineering:

MS. SUSAN LEIGH BROWN (P41128)
Schwartz Law Firm
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16 For the Debtor:

17 MR. NICK D. CAMPANARIO, ESQ.
18 Skadden, Arps, Slate, Meagher
& Flom, LLP
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20 RECORDED BY:

21 Debbie J. Williams, CER 7981
22 Certified Electronic Recorder
Network Reporting Corporation
1-800-632-2720

1 Q You know Trenia Patrick formerly known as Trenia Turner;
2 correct?

3 A She was an employee, yes.

4 Q Did she report directly to you in 1998?

5 A Yes, she did.

6 Q And looking again at Exhibit B to your declaration, the
7 purchase order?

8 A Uh-huh; yes.

9 Q Is this the type of purchase order that would have fallen
10 under your purview as a chemical commodities manager in
11 1998?

12 A It looks like a standard requirements contract so it would
13 not come to me for any special exception.

14 Q If there had been an exception is this the type of purchase
15 order that would have been within your bailiwick? In other
16 words, does it fall within the chemical commodities section
17 as opposed to metallic or electrical?

18 A Yes, it falls in chemical.

19 Q Can you tell looking at this document -- again, I'm
20 referring to Exhibit B to your declaration -- who the buyer
21 for General Motors was for this PO?

22 A Trenia Turner.

23 Q And you mentioned that and as it says on the document itself
24 it's a requirements contract?

25 A Correct.

1 Q Can you please tell me what your understanding of the
2 meaning of the term "requirements contract" is?

3 A A requirement contract is a contract that's put into place
4 to purchase outside material from a supplier based on our
5 required needs for outside material.

6 Q Looking at that same purchase order again, can you tell me
7 from the terms of the document itself what percentage if any
8 of the customer's requirements were covered by this
9 particular purchase order?

10 A I believe that you're asking me the customer requirements.
11 I think that we would say the purchase material
12 requirements -- that approximately 100 percent and that
13 would be denoted on the 9 of 10 page.

14 Q Okay. And we're here specifically about part number
15 25160694. That I believe appears -- is the last entry on
16 the page you've just referenced; correct?

17 A Correct.

18 Q Am I reading this purchase order correctly that -- at least
19 while this purchase order was in effect -- 100 percent of
20 the customer need for that part could be ordered from
21 Nu-Tech?

22 A I would correct it's not the customer need, it is the
23 division's need. The purchaser -- 100 percent of the
24 purchaser's need would be bought.

25 Q And who was the purchaser for purposes of this PO?

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1 A It would have been Delphi -- or Automotive Components Group
2 Worldwide General Motors.

3 Q Okay. And where do you see that on the document? Just at
4 the top of the --

5 A Top of the page.

6 Q Okay.

7 A And I referenced 8 of 10 as an example.

8 Q I see. Was Automotive Components Group Worldwide part of
9 the Delphi division of General Motors in June of '98?

10 A No, I believe that it was called "Automotive Components
11 Group of General Motors" and the name was changed in late
12 '98 to "Delphi."

13 Q To "Delphi Automotive Systems"?

14 A I'd have to check. I don't know for certain.

15 Q Do you know whether the purchase order that we're looking
16 at, 9C941, indicates that only Nu-Tech will be asked to
17 produce the Automotive Components Group Worldwide need for
18 the part we were just discussing, 0694?

19 A I believe how I would state that is that Nu-Tech would be
20 the sole supplier of purchased required material.

21 Q In other words, if it were purchased outside from an outside
22 vendor as opposed to made in-house?

23 A Correct.

24 Q Nu-Tech would be the exclusive provider?

25 A Correct.

1 Q And am I reading the column on page 9 of 10 that says "Daily
2 capacity/hours" correctly in stating that with regard to
3 part 60694 Nu-Tech was required to have the capability to
4 produce 14,000 parts per day in a 16 hour day?

5 A Correct.

6 Q So the daily capacity/hours column is intended to notify the
7 supplier of the maximum quantity that they may be called
8 upon to produce?

9 A Yes.

10 Q You were aware of the fact that Nu-Tech was part of the
11 mentorship program; correct?

12 A Correct.

13 Q Do you know as we sit here today whether or not because of
14 Nu-Tech's position as a mentee, for lack of a better word,
15 at least with regard to part 0694 the material cost was
16 covered by GM or Delphi?

17 A I have no knowledge of that specific part number nor the
18 material breakdown or agreement on cost.

19 Q Okay. Do you have any knowledge of whether Delphi or
20 General Motors paid the material cost or covered the
21 material cost for any of the parts that were produced by Nu-
22 Tech?

23 A No, I do not.

24 Q I think we should probably make the record clear -- and I'm
25 just going to swap with you so that you have the one that's

1 marked.

2 (Deposition Exhibit 1 marked)

3 MS. BROWN: I've marked as Exhibit 1 a document
4 entitled, "Declaration of Tina Weber in Support of Debtor's
5 Objection to Proof of Claim No. 1279 Nu-Tech Plastics
6 Engineering, Inc."

7 Q And, Ms. Weber, I presume that you've seen that document
8 before?

9 A Yes, I have.

10 Q And in fact you have signed this document in its original
11 form; correct?

12 A Yes, I have.

13 Q Therefore I can safely assume, can I not, that you have
14 reviewed the exhibits attached to that declaration?

15 A Yes, I have.

16 Q Just so I can be clear, were you directly involved with the
17 issuance of any of the documents attached to your
18 declaration?

19 A No.

20 Q Did you have any reason to review these documents prior to
21 your involvement with the litigation that brings us here
22 today?

23 A No.

24 Q Do you recall precisely when General Motors began using the
25 name "Delphi Automotive Systems" for any reason?

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1 A Not precisely, no.

2 Q At any point were you employed by General Motors under the
3 heading of "Delphi Automotive Systems"?

4 A I don't have any recollection of that. I don't remember.

5 Q And I don't mean this to be condescending but I imagine from
6 the descriptions of the jobs that you've had there you are
7 not nor have you been in the position of determining the
8 corporate setup of any of General Motors' divisions or
9 Delphi's divisions; is that accurate?

10 A That's accurate.

11 Q Is it also safe then to assume that you do not have any
12 personal knowledge of the corporate history of any of the
13 Delphi entities?

14 MR. CAMPANARIO: Objection to form.

15 MS. BROWN: Okay.

16 MR. CAMPANARIO: Go ahead.

17 Q Do you understand the question?

18 A No, but I'll let you repeat it again.

19 Q Okay. I'll back up. Are you aware of the fact that there
20 are a number of distinct corporate entities which
21 incorporate the name "Delphi"?

22 A Yes, I'm aware there's entities that incorporate the name
23 "Delphi."

24 Q Do you know the corporate history -- and by that I mean
25 inception date, corporate form, states of incorporation --

1 for any of those specific entities using the Delphi name?

2 A I do not have any direct knowledge. The only knowledge that
3 I have is of the commemorative magnet they gave us of the
4 day that they became Delphi as a corporation and that was
5 May of '99. So that's the only date that I remember.

6 Q So you wouldn't be able to tell me the dates of
7 incorporation of any Delphi company?

8 A No, I would not.

9 Q Okay. Okay. And would you also then not be familiar with
10 any of the SEC filings by Delphi Automotive?

11 A That is out of my scope of responsibility.

12 Q I thought perhaps it might be. Okay. At some point did
13 your paycheck start saying "Delphi" something as opposed to
14 "General Motors"?

15 A I'm sure it did but I have no awareness of what exact date
16 that was or when.

17 Q Did you have a written employment contract with General
18 Motors before the spinoff?

19 A I had -- in 1977 when I hired in I signed a card but that's
20 about it.

21 Q Did you ever have a written employment contract with Delphi?

22 A No, not that I'm aware of.

23 Q Do you know whether any entity bearing as part of its name
24 the words "Delphi Automotive Systems" entered into any
25 contracts of any kind prior to May of 1999?

1 A Only the documents that I see here that reference -- the
2 document that is Exhibit C where it says, "Delphi Automotive
3 Systems General Motors Corporation." That's the only time
4 that -- reference that I have.

5 Q Okay. So you don't know whether -- in taking it just
6 outside the scope of the Nu-Tech's contract, do you know
7 whether Delphi Automotive Systems entered into any other
8 contracts before May of '99?

9 A I would have no awareness of that other than I see so many
10 contracts I wouldn't notice the name change. We've changed
11 our names a lot.

12 Q Your declaration indicates that at some point in 1998
13 General Motors changed its billing procedures. Do you
14 recall that?

15 A We did not change our billing, we changed our purchasing
16 system. Are you referencing item number five?

17 Q Yes.

18 A Okay. Right.

19 Q When you say, "Purchasing system," what do you mean? Do you
20 mean computer system? Do you mean --

21 A The actual computer system that we use to create contracts.

22 Q Okay.

23 A We used a system prior which was PPS and we went to GPS.

24 Q Okay. So it was a whole new --

25 A A whole new system change.

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1 you know that?

2 A I know by looking at the document with General Motors in the
3 main header.

4 Q Okay. And that -- the main header means what to you?

5 A About center of the page at the top. As I said earlier the
6 divisions are on the left-hand side.

7 Q Do you know in August of '98 when this Exhibit C was issued,
8 who paid invoices generated by Nu-Tech? In other words,
9 when Nu-Tech was paid for supplying any of the parts
10 referenced on PO 9C941, who paid Nu-Tech? What entity?

11 A I would not have knowledge of that.

12 Q When invoices are sent by suppliers do they come through --
13 or did they come, back in '98, through your department?

14 A No, they went to a central disbursement type of area.

15 Q Okay. So purchasing literally was only in charge of the
16 actual purchase but not the bill?

17 A Exceptions. If there was a problem with the billing or
18 there was an issue then purchasing became involved but it
19 was on an exception basis.

20 Q Do you know whether any suppliers were paid with checks or
21 wires indicating that the payer was Delphi Automotive?

22 A I would have no knowledge of that.

23 Q Looking at Exhibit D to your declaration which is amendment
24 001 to blanket contract number N580000B?

25 A Correct.

1 Q That's a purchase order; correct?

2 A Correct.

3 Q And this one your acknowledge the buyer was Delphi

4 Automotive Systems; correct?

5 A Correct.

6 Q Its issue date is May 3, 1999; correct?

7 A Correct.

8 Q Understanding that the payment terms at the bottom of this
9 document vary from the payment terms of the August 17th, '98
10 document --

11 MR. CAMPANARIO: Is that a question?

12 MS. BROWN: No, I'm just letting her look at it
13 for a second so she can see the --

14 A Yes.

15 Q And there's a difference in the delivery terms. The earlier
16 document was Free On Board USA; the later document is Free
17 On Board-USA/Canada/Mexico?

18 A Yes.

19 Q Are there any other terms between Exhibit D to your
20 declaration and Exhibit C to your declaration that are
21 different?

22 A 25th Prox and MNS-2, those two.

23 Q Those reference what?

24 A Payment cycles.

25 Q -- would all of the other terms and conditions of the August
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1 17th, '98 line item detail then also be applicable to the
2 May 3rd, '99 contract?

3 A Could you ask me that one more time?

4 Q Sure. With the exception of the ones we've just noted --

5 A Correct.

6 Q Would all of the other terms and conditions that were
7 applicable to the August 17th, '98 contract also apply in
8 the May 3, '99 contract?

9 A Unless there was a change in terms and conditions that were
10 corporate change.

11 Q And you don't know whether they were or not?

12 A I have no knowledge of that.

13 Q Okay. If the general terms and conditions -- the Exhibit 4
14 to the Patrick declaration -- had not been changed by that
15 point, would you assume that those would have carried over
16 to the May 3rd, '99 contract?

17 A If there was not a change they would have carried over;
18 correct.

19 Q If there was a change would there be any record at Delphi
20 that the general terms and conditions not only had changed
21 but had been mailed out to suppliers?

22 A There should be a record on it. I'm not aware of it.

23 Q That's not something you would have handled anyway; correct?

24 A It would have went through legal.

25 Q We said earlier that the terms and conditions of PO 9C941

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1 carried through to amendment number 000 of the blanket
2 contract number other than as noted on the document?

3 A And if there was a change.

4 Q And if there was a change in the general terms. Is it then
5 fair to say that the terms and conditions of purchase order
6 9C941 also carried over to the amendment 001 with the same
7 disclaimers?

8 A Same disclaimers.

9 Q The portion of both Exhibits C and D that's titled
10 "Amendment Reason" -- do you see that?

11 A Correct.

12 Q Was it the practice of Delphi to put any and all amendment
13 reasons in that field? In other words, if there was more
14 than one reason to amend would they all be noted in that
15 field or just one?

16 A It would be dependent on the buyer and their practice.

17 Q Okay.

18 A So you'd have them -- I think this one is Lynn Arens' as
19 compared to Trenia. I mean it depends on that buyer's work
20 and how they manage their desk.

21 Q Okay. And the earlier one, the August 17th, '98 document,
22 the buyer was Trenia Turner; right?

23 A Correct.

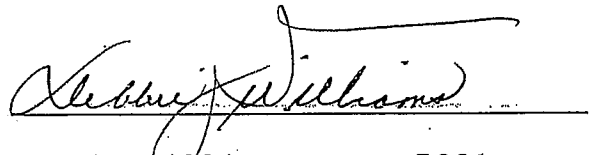
24 Q And then the later one was Lynn Arens?

25 A Correct.

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3
4
5 I certify that this transcript, consisting of 36 pages, is a
6 complete, true and correct record of the testimony of Tina Weber
7 held in this case on December 14, 2007.

8 I also certify that prior to taking this deposition, Tina
9 Weber was duly sworn to tell the truth.
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17

18 December 18, 2007

19 
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